

TEAMSTER

SERVING 101,000 NORTHERN CALIFORNIA TEAMSTERS AND THEIR FAMILIES

Northern California, May, 1976

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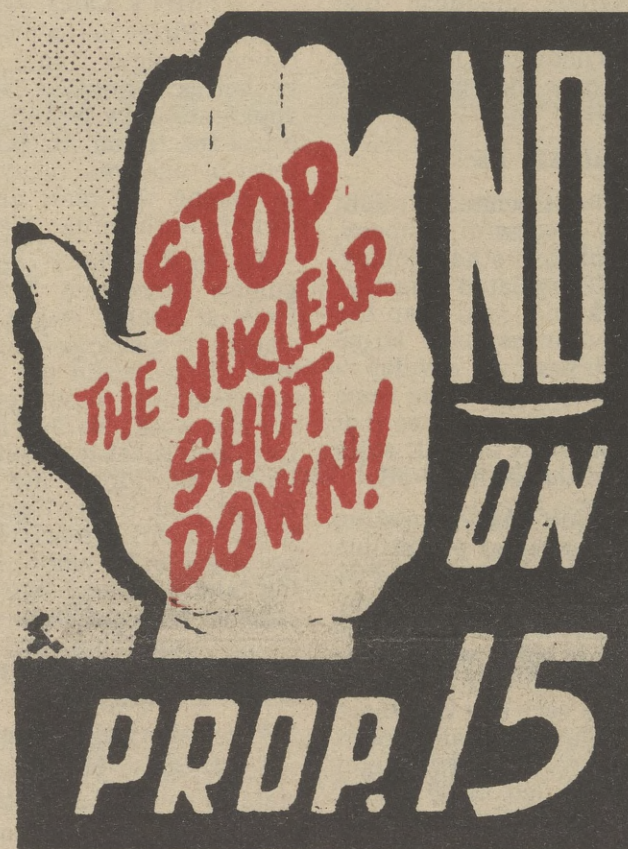
Vol. XXII, No. 5

We Recommend for June 8 Ballot!

RECOMMENDATIONS ON MEASURES QUALIFIED FOR JUNE 8TH BALLOT

Proposition No.	Short (unofficial) Title	Recommendation
1	Provides for a \$200 million school bond (Public Schools).	VOTE YES
2	\$500 million bond act for farm, home and mobile home purchase aid for veterans.	VOTE YES
3	Provides for a \$175 million water bond.	VOTE YES
4	Community College Bonds.	VOTE YES
5	Reduces from $\frac{2}{3}$ to simple majority the vote by the legislature to impose taxes on banks, corporations, franchises and insurers.	VOTE YES
6	Eliminates the home office or principal office deduction for insurance companies.	VOTE YES
7	Permits Legislature to define property of historic significance and set its value for tax purposes	VOTE YES
8	Allows the state to deposit public monies in savings and loans and banks.	VOTE YES
9	Bingo. Authorizes legislature to allow cities and counties to provide for bingo for charitable purposes.	VOTE YES
10	Authorizes the legislature, with $\frac{2}{3}$ vote and without voter approval, to issue refunding bonds to refund any outstanding indebtedness.	VOTE YES
11	Motor vehicle tax, instead of being limited specifically to being spent on highways and mass transit, may also be used for local public parks and recreation purposes.	VOTE YES
12	Changes limits in the rate of interest which may be charged by nonexempt lenders on loans, etc. depending on type loan and use.	VOTE YES
13	Allows certain persons of low or moderate income to postpone ad valorem property taxes on the dwelling owned and owner occupied as principal place of residence.	VOTE YES
14	Technical Constitutional Revision.	VOTE YES
15	Nuclear Power Plants Initiative.	VOTE NO

POLITICAL ENDORSEMENTS ON PAGE 3



General Organizer's COMMENT

By RUDY THAM

ASSOCIATED FREIGHT LINES—A FIGHT WE MUST WIN!

In the early morning hours of May 3, 1976, 15 different Teamster Local Unions throughout the State of California swiftly and deliberately placed picket lines at about ten (10) terminals of Associated Freight Lines. The battle lines were drawn; the fight for survival had begun.

Affecting over 430 Teamsters employed in various capacities, the Associated Freight Lines strike is no ordinary, run-of-the-mill type. The issues of dispute are so serious and so far-reaching that every single Teamster, even outside of the Freight Industry, should be aware of what this particular employer is trying to do to his workers, and why these workers have no other choice but to strike.

What's at Stake

Through the coordination of the Western Conference of Teamsters' Freight Division, the Teamster Local Unions involved in this strike are fully united and determined to see this fight through to a successful conclusion. At stake, is the National Master Freight Agreement and the recent settlement negotiated with the competitors of Associated Freight Lines.

The employer's position is sim-

ple: HE WANTS A DIFFERENT CONTRACT—ONE THAT IS SUBSTANDARD TO WHAT IS IN EFFECT THROUGHOUT THE FREIGHT INDUSTRY. He has vowed that he will be a non-union operation to accomplish his goal of a sub-standard contract unless his employees accept his proposals.

The employer has appealed to his employees to continue to work as scabs. He has tried to convince employees how well off they would be without a Union; and he really showed his true colors when he sent telegrams to the strikers, telling them that unless they worked, they would be permanently replaced by other workers.

Unfortunately, a few employees are reported to have "bought his story," and have crossed their own picket lines. "Protected" by hired guards, the scabs have chosen to prostitute themselves and the prin-

(To Page 2)

Joint Council Meeting Notice

The June meeting of Joint Council 7 will be held Tuesday, June 1, at 8055 Collins Drive, Oakland.

General Organizer's Comment

(From Page 1)



BIG FIGHT — Teamsters across the state are locked in a struggle with Associated Freight Lines which refuses to go along with the Master Freight Agreement. Picketers above are stationed at Townsend St. in San Francisco. Note security guard behind picket line. "General Organizer's Comment" by Rudy Tham discusses this issue.

principles of trade unionism that brought about the excellent wages and working conditions negotiated by Teamsters over the years in the Freight Industry.

Mutual Aid Pact?

Why should Associated Freight Lines, a highly successful company, be any different than other employers in this tariff-regulated industry? The Teamsters and, yes, even the employers themselves have struggled long and hard to develop a Freight contract that was the same for all who are party to it, one that is fair and equitable to both sides and interpreted the same for all.

Another unique and interesting aspect to this particular picket line is the fact that there are a few other employers, such as Ringsby Truck Lines, that are watching this dispute closely to see if waging war with the Teamsters will prove advantageous. The very fact that there are other employers vitally interested in this Associated Freight Lines strike have led many Teamster members and officials to wonder if there is not some type of "mutual aid pact" among some Freight employers similar to that developed in the Airline Industry to financially assist an employer who is being struck by a Union.

The Associated Freight Lines strike is a very important one, to say the least. It is a strike that must be won for the sake of not only the Teamsters working for Associated, but also for the sake of harmony in the Freight Industry itself.

Piffer's Latest Gamble

John Piffer is the owner of Associated Freight Lines. Reputedly known as a gambler, Mr. Piffer is apparently now betting that he can break the Union. He is being counseled by one who, many consider to be among the most anti-union attorneys in the area: Wesley Fastiff.

To John Piffer's credit, he has guided Associated Freight Lines from a meager beginning to the stature of a successful freight company. But, he did not do it alone; conscientious Teamster members did the work. No one disputes the fact that it takes Capital to make Labor, Mr. Piffer, but you should realize that it also takes Labor to make Capital. Associated's employees deserve the same wages, working conditions, and benefits as those enjoyed by Teamsters working for competitors. They are not asking for anything more, but they will not accept anything less.

I am asking all Teamsters to take note of what is at stake in the Associated Freight Lines strike; and to realize that it could happen to you too. I urge everyone to support the striking Associated Freight Line Teamsters in every way possible and I hasten to urge the Associated strikers to "play it cool" and not let their tempers get the best of them when they see scabs doing their jobs.

We can win this fight if we go about it properly; it will not be easy, but we can do it.



STILL GOING STRONG — The Bay Area Automotive Teamsters-Machinists Organizing Committee is still going full blast with its campaign against Gerard Tire Service of Newark and its 20 outlets (from 18) in the Bay Area. Above, Teamsters Local 78 Recording Secretary Dennis Thomas explains dispute to interested passing driver as John Higgins of Machinists Lodge 1546 listens.

Strike Against Bear Van Is on Its Second Month

Around 30 Local 70 members are on the second month of their strike against Bear Van and Storage at 990 Beecher Street, San Leandro.

As Local 70 officials probe other avenues of attack while their members man the picket lines, the strike gathers mounting importance in the light of the coming contract negotiations in the Household Moving and Storage industry.

Meanwhile, Bear Van tries to continue operating by hiring non-union drivers.

The dispute arose when Bear Van management established Bear Transfer and Cota Transfer at its Beecher Street location as non-union operations. Using employees interchangeably between the three companies, it prevented any employee from making the 80 hours which give rise to payment of health and welfare and pension premiums.

Because Local 70 members involved were deprived of this privi-

lege by the scheme, Business Agents Al Andrade and Ed Painter approached management. The company refused to recognize the union at Bear Transfer and Cota Transfer, and refused to make health and welfare and pension contributions.

Bear Van has refused to budge an inch from its position. Local 70 has remained staunchly on strike and has also pursued other points of attack:

- Bear employees have followed the company's non-union driven trucks throughout the Bay Area and established picket lines at customers' locations while Bear Van was there.

- It has filed for NLRB representation elections at Bear Transfer and Cota Transfer.

- It is moving to collect, through the courts, all back health and welfare and pension monies from the firm.



NASTY EMPLOYER — Local 70 members are on their second month of striking Bear Van and Storage at San Leandro. Officials and members have established pickets at Beecher Street, above, but the employer manages to send some vehicles driven by scabs, below.



Teamster Officials To Sit on Committees

Various northern California Teamster officials are among those named to serve on listed committees at the International Convention in Las Vegas in June.

They are:

Appeals and grievance committee: Chuck Mack, Local 70 in Oakland.

Constitution Committee: International Vice President George E. Mock and Wendell Phillips, Local

484 in San Francisco.

Credentials

Credentials Committee: George E. Mock; Nobby Miller, Local 386 in Modesto and Mark O'Reilly, Local 860 in San Francisco.

Sergeants-at-Arms: Rudy Tham, Local 856 in San Francisco; Alfred Chandler, Local 87 in Bakersfield; Joe Davis, Local 684 in Eureka; and Dudley Lightell, Local 768 in Hayward.

We Recommend for June 8 Ballot!

Following are recommendations for voting on the June 8 ballot recommended by the California Teamsters Public Affairs Council and approved by Joint Councils No. 7 and No. 38.

Congress

1st District.....	HAROLD T. "Bizz" JOHNSON (D)
2nd District.....	No Endorsement
3rd District.....	JOHN E. MOSS (D)
4th District.....	ROBERT L. LEGGETT (D)
5th District.....	JOHN L. BURTON (D)
6th District.....	PHILLIP BURTON (D)
7th District.....	GEORGE MILLER (D)
8th District.....	RONALD DELLUMS (D)
9th District.....	FORTNEY H. "Pete" STARK (D)
10th District.....	DON EDWARDS (D)
11th District.....	LEO J. RYAN (D)
12th District.....	PAUL N. "Pete" McCLOSKEY (R)
13th District.....	NORMAN Y. MINETA (D)
14th District.....	JOHN J. McFALL (D)
15th District.....	B. F. SISK (D)
16th District.....	No Endorsement
17th District.....	JOHN KREBS (D)
18th District.....	No Endorsement

State Senate

1st District.....	RANDOLPH COLLIER (D)
3rd District.....	ALBERT RODDA (D)
5th District.....	MILTON MARKS (R)
7th District.....	JOHN A. NEJEDLY (R)
9th District.....	NICHOLAS C. PETRIS (D)
11th District.....	ALFRED E. ALQUIST (D)
13th District.....	Open
15th District.....	Open
17th District.....	No Endorsement

Assembly

1st District.....	Open
2nd District.....	BARRY KEENE (D)
3rd District.....	EUGENE CHAPPIE (R)
4th District.....	VIC FAZIO (D)
5th District.....	EUGENE GUALCO (D)
6th District.....	LEROY GREENE (D)
7th District.....	Open
8th District.....	ALFRED SIEGLER (D)
9th District.....	MICHAEL WORNUM (D)
10th District.....	DANIEL BOATWRIGHT (D)
11th District.....	JOHN T. KNOX (D)
12th District.....	TOM BATES (D)
13th District.....	JOHN J. MILLER (D)
14th District.....	BILL LOCKYER (D)
15th District.....	S. FLOYD MORI (D)
16th District.....	Open

17th District.....	WILLIE L. BROWN, JR. (D)
18th District.....	LEO T. McCARTHY (D)
19th District.....	LOUIS J. PAPAN (D)
20th District.....	No Endorsement
21st District.....	VICTOR CALVO (D)
22nd District.....	RICHARD HAYDEN (R)
23rd District.....	JOHN VASCONCELLOS (D)
24th District.....	LEONA EGELAND (D)
25th District.....	ALISTER McALISTER (D)
26th District.....	Open
27th District.....	JOHN THURMAN (D)
28th District.....	Open
29th District.....	Open
30th District.....	KEN MADDY (D)
31st District.....	D. N. (Duke) ZENOVICH (D)
32nd District.....	GORDON DUFFY (D)
33rd District.....	Open
34th District.....	LARRY CHIMBOLE (D)

By East Bay Teamsters Club

For Alameda County Supervisor

1st District.....	JOHN D. MURPHY
4th District.....	JOSEPH P. BORT
5th District.....	JOHN GEORGE

For Contra Costa County Supervisor

5th District.....	ERIC HASSELTINE
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For Superior Court Judge

Office #5.....	RICHARD BARTALINI
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For Municipal Court Judge

San Leandro-Hayward #1.....	RAYMOND L. MARSH
Berkeley-Albany #2.....	MARIO BARSOTTI
Berkeley-Albany #3.....	DAWN BEVERLY GIRARD

By South Bay Teamsters

For Santa Clara County Supervisor

12th District.....	JESS DELGADO
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By P.A.C.T. (Local 70)

For Alameda County Supervisor

5th District.....	JOHN GEORGE
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For Municipal Court Judge

San Leandro-Hayward #1.....	RAY MARSH
Berkeley-Albany #2.....	MARIO BARSOTTI
Berkeley-Albany #3.....	DAWN GIRARD

JC 38 Offers \$20,000 For Info on Bomb Attack

Joint Council 38 has formally announced the offer of a reward of \$20,000 for information leading to the arrest and conviction of those responsible for the bombing February 14 of the vehicle of Frank Wood, Sr., secretary-treasurer of Local 137, in Redding.

Wood miraculously escaped death but lost a foreleg from his serious injuries. He is now moving around on an artificial leg and a cane, putting in his normal rounds in Local 137 and Joint Council 38 business.

But law enforcement officials so far have been unable to discover and apprehend the person or persons responsible for the crime.

Several Teamster local unions joined Joint Council 38 in setting up

the reward.

An Outrage

"We are outraged by this act of violence against a fellow union official," JC 38 President Nobby Miller said in announcing the reward. "If the culprits are not brought to justice, others might be tempted to commit similar acts of violence. This reward is to encourage persons with useful information to come forward."

The reward stands for a year from April 27. It will be withdrawn if not properly claimed within that time.

Anyone with useful information should contact Capt. Robert Coulter at the Redding Police Department, ph. (916) 241-2121.



UP AND AROUND—Local 137 Secretary-Treasurer Frank Wood, Sr., second from left, is congratulated by officials of Joint Council 38 when he attended the last meeting of delegates for his miraculous survival of a bombing attack. Shown with Wood are, from left, JC38 Organizer Gil Grieve, Vice President Alex Luscutoff, President Nobby Miller, and Trustee Freddy F. Sanchez.

Membership Ratifies Master Freight Pact

Teamster rank-and-filers have ratified the National Master Freight Agreement by an 80% majority, it has been announced by General President Frank E. Fitzsimmons.

The mail referendum conducted under the supervision of the U.S. Department of Labor went 4-1 in favor of ratification.

The agreement covers about 400,000 Teamsters employed by 16,000 motor freight carriers in the United States.

A breakdown of its provisions as released in the International Teamster magazine follows.

Three-Step Hike

The agreement package is highlighted by a three-step wage increase totaling \$1.65 per hour. There will be 65¢ an hour increase retroactive to April 1, 1976. An additional 50¢ per hour will go into effect on April 1, 1977, and another 50¢ per hour effective April 1, 1978.

The agreement calls for a 3½¢ per mile increase in mileage rates also in three steps. The initial 1¢ per mile goes into effect April 1, 1976, with an additional increase of a 1¼¢ per mile becoming effective April 1, 1977, and April 1, 1978.

Increased Benefits

A series of additional increased benefits are part of the new agreement:

Health and Welfare

Weekly health and welfare contributions shall be increased for each employee in the amount of \$3.00 a week beginning April 1, 1976, paid by the employer, with an additional \$3.00 a week added on April 1, 1977, and \$2.00 a week more on April 1, 1978. The health and welfare payments total \$8.00 a week.

Pensions

Weekly pension contributions shall be increased for each employee a total of \$9.00 a week, paid by the employer, over the period of the agreement. The first increase of \$3.00 goes into effect April 1, 1976, with an additional \$3.00 per

week increase on each of the next two April 1 anniversary dates.

Pension, Health and Welfare for Casuals and Extras

Except as provided in Supplemental Agreements, each employer will pay \$6.05 per day into the applicable pension fund so that casuals may be covered by the pension fund after 1,000 hours of employment. Additionally, casuals and extras will receive 50¢ per hour up to a maximum of \$4.00 a day in lieu of coverage by the health and welfare fund.

Sick Leave

Effective during the second and third years of the agreement, all Supplemental Agreements shall provide for three days sick leave each year. Sick leave shall be accumulated for the two-year period up to six days and shall be paid if not used.

Lodging

Lodging will be one man to a room with certain exceptions for company-owned dormitories and rules to be worked out by the parties.

Owner-Operators

Effective April 1, 1976, the minimum rental for tractors is increased by 5½¢ per mile. Minimum rental rate for trailers was increased ¼¢ effective April 1, 1976, with an additional ¼¢ increase for each of the following two years.

Cost of Living

The major stumbling block in the final hours of the negotiations was the no "cap" cost of living. The negotiating committee stuck to its position and finally won its point. The formula is 1¢ per hour increase or .25 mills per mile for each .4 increase in the Department of Labor Cost-of-Living index (1957-1959 equals 100).

The second cost-of-living increase will be effective April 1, 1978, and will be 1¢ per hour or .25 mills per mile for each .3 point increase in the Department of Labor index (1967 equals 100).

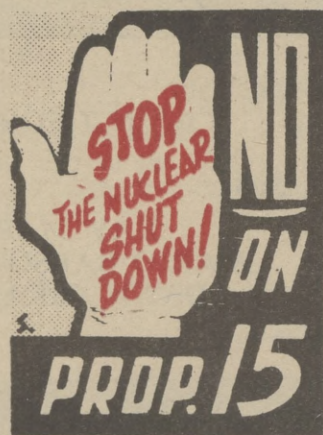
Holiday Pay—Road Drivers

Road drivers will receive 12 hours pay when driving on the named holidays in addition to compensation for miles driven.

Air Conditioning

Effective April 1, 1977, all new equipment placed in service shall be equipped with air conditioning. Three years from April 1, 1977, all other road equipment shall be equipped with air conditioning. It is understood that a Joint Area Committee may waive installation of air conditioning in equipment where climatic conditions or other standards established by such Area Committee may exist.

—TNS



Local 78

Notice of Dues Increase

On May 2, 1976 there was a Special called Meeting held for the purpose of raising the monthly dues \$2.00 per month.

At this Meeting the Members voted to increase the Monthly Dues \$2.00 per Month effective May 1, 1976.

The Executive Board and Officials of this Local Union wish to express their appreciation for our Members action and their confidence in the Officers and the future of their Union.

Fraternally,
WILLIAM F. YORK
Secretary Treasurer

Bulletin Board

Local 490

Dues Increase

Effective May 1, 1976, the Initiation Fee of Local 490 will be increased to \$150. This increase was approved by the members present at the April 13, 1976, Meeting.

Raymond L. Brown
Secretary-Treasurer

Local 684

General membership meeting Tuesday, June 8, 1976, at 8 p.m., Labor Temple, 9th and E Streets, Eureka, Calif.

At this meeting the second reading of the proposed new By-Laws will be read. At the conclusion of the second reading a secret ballot vote will be conducted.

Also at this meeting a vote will be taken to suspend General meetings of July, August and September.

Joe Davis
Secretary-Treasurer

Local 78

The Teamsters Automotive Employees Union Local No. 78 Monthly Meetings for the Months of June, July and August, 1976 will be cancelled in accordance with Article XX, Section I, of the Local By-Laws

William F. York
Secretary-Treasurer

Local 137

Effective with the months of June, July and August, the regular meetings of General Teamsters Local Union #137 are being cancelled due to the vacation season. This was done per Executive Board action.

Frank M. Wood, Sr.
Secretary-Treasurer

Pierce Bereavement Fund

Officials of Teamsters Local 853 and 432 in Oakland have set up the "Larry Pierce Bereavement Fund" and are asking for donations to help a Brother Teamster who now faces financial disaster on top of a personal tragedy.

Larry Pierce, a member of Local 432, is the husband of the late Joanne Pierce, a Local 853 member who perished with four of their children in a recent head-on collision with a loaded double-trailer gravel truck on Highway 88 near Jackson.

Two other children were injured, as was the truck driver.

Larry is faced with \$12,000 in funeral expenses alone.

"In no way can Larry's insurance

cover this exorbitant cost," said Local 853 Secretary-Treasurer Al Costa. "This tremendous strain can only be eased if our Brother Teamsters can find it in their hearts to make donations to assist Larry in defraying some of the expenses now facing him."

Local 853 President Ken Morlatt announced the setting up of a fund for this purpose.

"Donations of any amounts our Brothers can spare will be deeply appreciated," Morlatt said.

Donations may be made to the "Larry Pierce Bereavement Fund" and mailed to Teamsters Local 853, 8055 Collins Drive, Oakland, CA 94621.

For more information, call (415) 582-9975.

TO: MEMBERS OF TEAMSTERS LOCAL #70, 278, 296, 315, 856 and 896 who are participants of the Northern California Soft Drink Industry and Teamsters Health and Welfare Fund

The present Administration Office for your Fund is:

C. W. Sweeney and Co.
50 Francisco Street
San Francisco, California 94133
Telephone: (415) 391-4440

All claims and inquiries relating to eligibility or claims payment should be addressed to that office or your local union office. Of course, your local union officers will continue to assist you if requested.

A written request will, of course, expedite the handling of your claim. Every attempt will be made to answer such a request within 5 days.

New descriptive booklets, including an improved benefit structure effective August 1, 1975, are being prepared and will be made available to you in the near future.

We are pleased to advise you that through the efforts of your Trustees and the technical staff, claim payments are being issued on a timely basis for current claims; payments are being issued within seven days provided all of the necessary documentation is in the Administrative Office. If you have an unsatisfied claim for expenses incurred prior to December 1, please re-submit it.

As you know, the welfare plan is established in the collective bargaining agreement. The members of the Board of Trustees, who are responsible for the proper administration of the plan, have been continuously engaged in providing a sound welfare plan consistent with the financial structure of the trust. We invite your observations and constructive criticism.

If you have any questions on either old or current claims, please contact the Administrative Office. The staff will be pleased to provide the best possible service.

Union Trustees
R. Torrisi—Chairman
Bobby Windsor
George Homer

Local 70 News

70 Hegenberger Road, Oakland, Calif. 94621

May, 1976

Phone 569-9317

A Section of The Northern California Teamster

Trustees' Report

LOCAL 70, OAKLAND, CALIF. 94621
AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

Period Covered: From March 1, 1976 to March 31, 1976

TRUSTEES' MONTHLY REPORT

CASH RECEIVED

Dues	163,818.85
Initiation and Reinitiation Fees	9,080.00
Withdrawal and Transfer Cards	32.00
Assessments and Fines	43,260.60
Receipts—Funds for Transmittal for Members	227.50
Other Receipts	1,842.82
TOTAL CASH RECEIVED	218,261.77

CASH PAID OUT

PAYMENTS TO OR FOR OFFICERS AND EMPLOYEES:

Salaries	48,540.53
Expense Allowances	8,760.00
Expenses Reimbursed	183.35
Expenses Paid to Creditors	1,391.89

PAYMENTS TO OR FOR MEMBERSHIP:

Per Capita Taxes	20,193.06
Contributions	791.50
Benefits Paid	32,595.50
Funds for Transmittal for Members	274.75
Refunds — Dues	79.75
Refunds—Initiation and Reinitiation Fees	200.00
Refunds—Fees	83.30

PAYMENTS FOR OPERATING EXPENSES AND OTHER DISBURSEMENTS:

Office and Administrative	5,068.56
Education and Publicity	524.99
Legal Fees	1,942.90
Other Professional Fees	2,660.00
Taxes	11.40
Other Activities	17,848.45

TOTAL PAID OUT 141,149.93

NET INCREASE (OR DECREASE) IN CASH 77,111.84

CASH BALANCE BEGINNING OF PERIOD—GENERAL FUND—
CHECKING ACCOUNT 81,746.08

CASH BALANCE END OF PERIOD—GENERAL FUND—CHECKING ACC'T... 158,857.92

Statement of Assets—Period Ending March 31, 1976

	Beginning of Period	Change	End of Period
General Fund—Checking Account	\$ 81,746.08	\$ 77,111.84	\$158,857.92
Petty Cash	450.00		450.00
General Fund—Savings Accounts	860.31	10.69	871.00
Cash in Special Funds	628.43		628.43
Sick Funds	15,912.71	209.49	16,122.20
Investments—U.S. Bonds	5,000.00		5,000.00
Land	173,642.79		173,642.79
Buildings	475,102.00		474,102.00
Office Furniture and Equipment	18,924.00		18,924.00
TOTAL ASSETS	772,266.32	77,332.02	849,598.34
Deduct: Obligations (per list below)	269,994.56	8,885.44	261,109.12
NET ASSETS	502,271.76	\$ 86,217.46	\$588,489.22

LIST OF OBLIGATIONS

Date of Obligation	Description	Date Due	Amount
8/66	Building Mortgage—Monthly		210,285.23
11/75	Bank Loan—Monthly		50,823.89
TOTAL			261,109.12

SCHEDULES

Other Receipts

Sale of Supplies	51.50
Rent	100.00
Reimbursed Expense	1,227.99
Expense Refunds	423.00
Other	40.33
TOTAL	1,842.82

Benefits Paid

Pension	3,148.60
Insurance—Group Life Net	7,893.60
Insurance—Health and Welfare	8,044.72
Insurance Other	5,558.58
Sick Benefits	7,950.00
TOTAL	32,595.00

Other Activities

Meeting and Committee Expenses	1,972.22
Strike Expenses	72.42
Stewards Expenses (other than dues)	155.10
Building Maintenance	1,914.65
Out-of-Town Travel Expenses	3,220.06
Mortgage and Loan Payments (Principal Only)	8,885.44
Interest	1,628.56
TOTAL	17,848.45

Your Significant Gains Under the Freight Pact

Local 70 negotiators Chuck Mack, Jim Muniz and Roy Nunes reported to the membership on the Freight settlement at a special-called meeting on Saturday, April 10th, at Local 70's Auditorium.

The three indicated to the over 1,000 members who attended this meeting that significant increases were made in the area of economics.

Hourly wage increases as follows:
Effective April 1, 1976, 65¢; effective April 1, 1977, 50¢; effective April 1, 1978, 50¢ — plus an uncapped Cost-of-Living allowance due the first pay period on or after April 1, 1977, and April 1, 1978.

They also advised that Health & Welfare contributions would be increased \$3 weekly April 1, 1976; \$3 weekly April 1, 1977; and \$2 weekly April 1, 1978.

Pension increases will be as follows:
4-1-77, \$1.00 per week per employee;
4-1-78, \$1.00 per week per employee;
1-1-79, \$9.60 per week per employee.

Local 70 members also pick up an additional three days Sick Leave in the second and third years of the agreement. This means that our members will be entitled to nine days annually effective 1977 and 1978.

Supplementally the Local maintained the Starting Time, 8-hour Guarantee and Hiring Provisions.

Below are changes in the Supplemental Agreement:

Where no reference is made to a specific article or section thereof, such article and section are to continue as in the current Master Agreement, as applied and interpreted during the life of such agreement. Additions and new language are italicized.

ARTICLE 40. HIRING PROCEDURE.

Section 3(a). DELETE "AND BY THIS AGREEMENT"; NO OTHER CHANGES.

ARTICLE 41.

Section 3. *CHANGE HEADING TO READ:*

Notice of Layoff or Reassignment.
Change Section to read:

All employees are to be given written notice or notice posted on a bulletin board of impending layoff or shift reassignment not later than the end of the last shift worked prior to the commencement of such layoff or shift reassignment.

The Company shall notify absent employees by phone or telegram of any shift reassignment.

Section 8. *CHANGE TO READ AS FOLLOWS:*

The Union shall be entitled to a seniority list each six months upon request. The Employer shall post a seniority list at least once every twelve (12) months. Employees shall make written complaint to the Company and Union within thirty (30) days after such posting. Any such complaint not settled between the Company and Union shall be submitted to the grievance procedure.

ARTICLE 43.

Section 3. *CHANGE TO READ AS FOLLOWS:*

Change Title: Age and Sex:

At no time, while this Agreement is in force, shall an Employer refuse to hire, discharge, suspend, discipline or otherwise deal unjustly with nor discriminate against, whether directly or indirectly, any employee or applicant due to such person's age or sex.

of the Committee shall select a secre-

tary(s) to act as the Joint Secretary(s) for the Committee.

PARAGRAPH 2—CHANGE TO READ:

Regular meetings of the Committee shall be held on the first, second, third and fifth Thursday of each month to pass upon matters referred to it.

Three (3) representatives from the Union and three (3) representatives from the Employer shall constitute a quorum necessary for the Committee to act upon any case. In voting upon any matter, the Employer's panel of the Committee and the Union's panel of the Committee shall have an equal number of votes regardless of the actual number present on the respective panel. Except for reasons to be agreed upon by the Committee in its rules of procedure, or unless it has been mutually agreed between the parties to a case that the Labor-Management Committee hearing be postponed:

(1) *Change to read:*

Failure of the Employer's panel of the Committee or failure of the Union's panel of the Committee to have at least three (3) qualified Committee members or alternates in attendance at a Committee meeting shall result in a default decision against the party failing to have the minimum panel present. If both parties lack a minimum panel, the case shall be postponed until the next meeting of the Committee.

(2) *Delete*

(3) *Change to (2)—Change to read:*

Failure of either party to a case to have a representative present and to present its case at a Committee hearing shall result in a default decision against such party. In the event the parties to a case agree to a postponement, the Joint Secretary(s) shall be advised prior to the commencement of the hearing.

(Balance of the Section remains the same, except that the final sentence is changed to read, "A majority decision by the Joint Council 7 Labor-Management Committee shall be final and binding upon all parties to the case.")

Section 3. *CHANGE TO READ:*

In the event any matter is deadlocked and, as a result, a work stoppage is threatened which could involve one or more affiliated Local Unions outside Joint Council No. 7, the matter shall be submitted to the Joint Western Area Committee in accordance with the procedures there provided.

(a) There shall be a charge, effective April 1, 1976, of Forty Dollars (\$40.00). and effective July 1, 1977, of Fifty Dollars (\$50.00) for each case (except Change of Operations cases) in which evidence is presented to the Joint Western Area Committee. The losing party to such disputed case shall be required to pay the charge. In the event of a deadlock, each party shall pay, effective April 1, 1976, Twenty Dollars (\$20.00), and effective July 1, 1977, Twenty-Five Dollars (\$25.00).

(b) In Change of Operations cases the charge for the initial hearing shall be paid by the Employer in an amount to be determined by the Co-Chairmen of the Change of Operations Committee on a case-by-case basis depending upon the number of Local Unions involved and the length of the hearing. Such amounts shall not be less than the amounts provided in Section 2(a) above, nor more than twice those amounts. In cases involving a clarification of a previous change of operations decision, the party or parties filing the clarification shall

(To Page 4A)

Executive Board

Secretary-Treasurer
Chuck Mack
Recording Secretary
Jim Rush

President
James (Jimmy) Muniz
Vice President
Stan Botelho

Art Soto
Conductor, Mel Baptista

TRUSTEES
Marty Frates

Larry Dias
Warden, Harold Marks

President Reports

As this article goes to press our Local Union has three primary picket lines — one at Forman Manufacturing, one at Bear Van Lines and another at Associated Freight Lines.

The Issues at Associated



Jim Muniz

Associated Freight Lines does not feel that they can afford to pay the increases that were negotiated in the National Master Freight Agreement. They have made a final proposal to their employees asking for deletion of the starting time, the 8-hour guarantee and apprenticeship program, and for changes in Health & Welfare and Pension.

In my opinion this is one of the most important issues that has faced this Local Union in many years. If this company is allowed to operate under the wages, hours and conditions it has proposed to its employees, this will have a direct effect on every member of our Local Union.

I believe that the membership will have to support this strike by relieving the employees who are doing picket duty on a voluntary basis. I, personally, would appreciate any member who can donate any time on the picket line to help reach an agreement that is in line with the National Master Freight.

A Long Strike

We suspect that this strike will have a duration of approximately six months or more. It will be a drain on the funds of this Local Union, and it will also be a burden on the employees who are on strike. The officers and officials are making voluntary contributions to subsidize their loss of income.

Again I, personally, would appreciate any monetary contributions that the members are able to make to help support the pickets. I would prefer that any such monetary contributions be made by check, payable to "Strike Fund for Local No. 70 Employees of Asso-

ciated Freight Lines, Inc."

This company is being picketed throughout the state of California, as well as in Local No. 70's jurisdiction.

At Forman, Bear

On the Forman Manufacturing, this company has withdrawn from the National Master Freight effective April 1, 1976, and has chosen to use someone else to do their hauling. In addition, our Local has won an arbitration case involving this dispute — and more details on this arbitration appear elsewhere in this edition. I would just like to add that Attorney David Rosenfeld did a terrific job in presenting this case in arbitration, and the credit for this successful win should be given to him.

The employees of Bear Van Lines are still on strike — this strike already having run in excess of one month. Our Local Union is doing everything possible to assist striking members employed there.

To Fill Vacancies

At the last regular membership meeting on April 22, 1976, there was supposed to be an election to fill the vacancies on our By-Laws Committee. Because members did not receive the last edition of the newspaper in time, these nominations and election were postponed. Article 18 of our Local By-Laws specifies that a 30 day notice must be given of such nominations and election. That notice is published elsewhere in this paper, setting the date for the nomination and election to fill the vacancies on our By-Laws Committee as June 24, 1976 at our regular membership meeting for the month of June.

In addition to the strikes presently in effect, our Local Union has been in negotiations with various other companies, and we have been successful in negotiating numerous contracts without having to resort to a strike. The tentative settlements in these negotiations are awaiting membership approval.

Fraternally yours,
James R. Muniz
President

Teamos Across State Hit Associated Freight

Members of Teamsters Local 70, along with the brother and sister members throughout the state of California, began picketing Associated Freight Lines early this month.

Local 70 representatives Dick Durossette, Steve Marinkovich, Jim Muniz and Chuck Mack initiated the picketing Monday, May 3rd, at 6:00 a.m. They were following the policy adopted by the Western Conference and other California Locals established at previous meetings. All other Locals in California commenced picketing in their respective jurisdictions at the same time.

Crux of Dispute

At issue in this dispute is the company's unwillingness to sign the National Master Freight Agreement. Associated has taken the position that they want a separate contract that meets their needs. Their needs are STAGGERED STARTING TIMES, NO REQUIREMENT TO HIRE THROUGH THE UNION HIRING HALL, NO WESTERN CONFERENCE PENSION PLAN — among other things.

The company's proposal, when presented to our members at Associated, was soundly rejected. They felt that Associated, which has made a decent profit, should be able to pay the increases other companies have agreed to pay, and that they should be working under the same conditions as these other companies.

Long, Tough One

Local 70 officials were unanimous that this was going to be a long and tough strike. The company has put out feelers for strikebreak-

ers and, in fact, taken applications from a number of owner-operators; and have indicated to their employees that they intend to operate during any shutdown called by the Union. Local 70 Secretary-Treasurer Chuck Mack said that he anticipates a shutdown of anywhere from one month to one year.

Mack, Muniz, Durossette and Marinkovich all stressed the importance of this strike to the members of not only Local 70, but all California Locals. If this one company can break from the established area contract it will lead to many companies asking for individual bargaining in the future, and obviously a goodly number of work stoppages.

Urge Membership Support

Local 70 officials have asked for a strong show of membership support in the Associated strike. Volunteer pickets for both weekdays and weekends are needed. It will be necessary to follow any trucks operated by strikebreakers to where they intend to make pickups and deliveries.

Financial help is also needed, and the Local will develop a system to collect monies to sustain the Associated employees during this strike. When you are approached by your Business Agent or Shop Steward and asked to aid Associated strikers, it is imperative that you give and give generously.

The battle being fought by the Associated employees is one which could potentially affect every member in Local 70's membership under the Freight Agreement.

Dig in for Siege at Bear Van

Local 70's strike against Bear Van and Storage entered its second month with Local 70's members as determined as ever to hold out for a just settlement.

This dispute began when Bear Van refused to make Health & Welfare and Pension contributions on employees working for it and two other closely-connected companies. Bear Van had established Bear Transfer and a company called Cota Transfer as non-union operations, and would use employees interchangeably between all three companies — making sure that no employees got the 80 hours required for Health & Welfare and Pension payments.

Local 70 Business Agents Al Andrade and Ed Painter attempted to settle this dispute; but the company took an adamant position, refusing to recognize the Union at both Cota and Bear Transfer and refusing to make Health & Welfare and Pension contributions. Because of that approximately 30 employees employed by the firms went on strike.

The company has attempted to

operate during the dispute, and they have hired non-union drivers. Bear's employees have followed trucks throughout the Bay Area and established picket lines at the customers' places of business while Bear Van was there.

At present Local 70 is attempting to move in several directions to resolve this dispute. We have requested an election at the National Labor Relations Board for the Bear Transfer and Cota Transfer people who are members of Local 70. We are also seeking to tie all three companies together, with Bear Van & Storage as the employer of all employees. We too are moving in the courts in an effort to collect all back Health & Welfare and Pension monies against this firm.

This dispute is particularly important in light of the coming contract negotiations in the Household Moving and Storage industry.

The Bear Transfer operation is located at 990 Beecher Street in San Leandro. The pickets would appreciate having Local 70 members stopping by and indicating their support.

SICK BENEFIT FUND

SICK BENEFIT COMMITTEE

Chairman — Ray Arroyo

Co-Chairman — Lee C. Hafley

Recording Secretary — Jim Dodge

Members: Lloyd Adcock, Frank Arroyo, E. L. "Al" Baratto, Ben DeLima, Eugene Dereig, George Wells, Bennie Whitfield and Honorary Member Jim Bramell

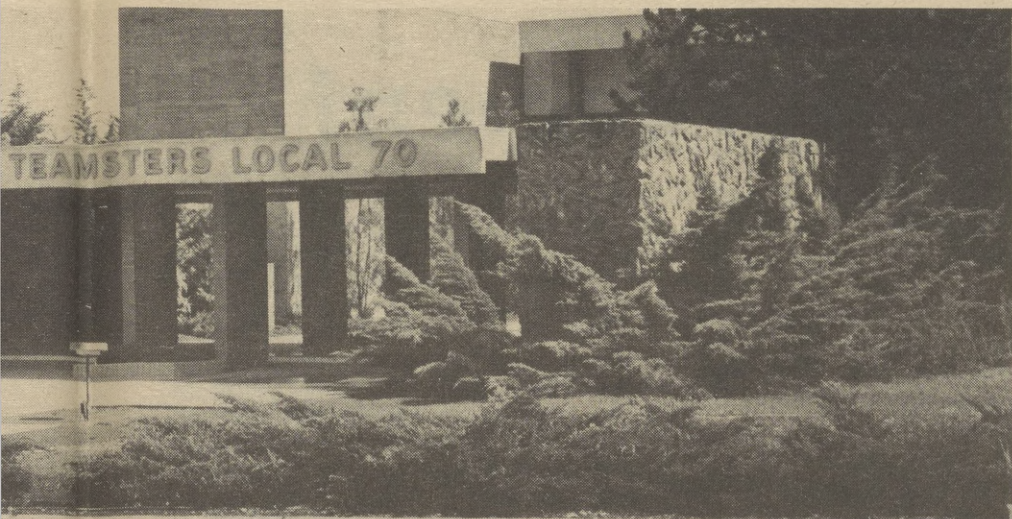
Monthly Meetings — 2nd Tuesday at 7:30 p.m.

Claims for Sick Benefits must be filed at Local 70's office within 30 days of disability.

The Sick Benefit Committee can be contacted by telephone during the day every Tuesday between the hours of 8:00 a.m. and 4:00 p.m. at 569-7171. Also during the evening of its meeting on the second Tuesday of each month, between the hours of 7:30 and 10:00 p.m.

Reminder—Dues must be paid on a current basis in order to be eligible for Sick Benefits





Business Agents

Joe Arino	Bobby Freitas	Roy Nunes	Alex Y. Ybarrolaza
Dick Sarmiento	Darold Wright	Bob Windsor	Steve Marinkovich
Al Andrade	Mike Lynn	Ed Painter	Dick Durosette
Wm. Bill Fagundes		Dispatchers Al Fialho	Noel Eben

Secty.-Treas. Report

P.A.C.T. ENDORSEMENTS

Congressmen

7th District	George Miller
8th District	Ron Dellums
9th District	Pete Stark
10th District	Don Edwards

State Senators

11th District	Nick Petris
13th District	Al Alquist

State Assemblymen

12th District	Tom Bates
13th District	John Miller
14th District	Bill Lockyer
15th District	Floyd Mori
25th District	Alister McAlister

Alameda County Supervisor

District #5	John George
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Municipal Court Judges

San Leandro-Hayward—#1	Ray Marsh
Berkeley-Albany—#2	Mario Barsotti
Berkeley-Albany—#3	Dawn Girard

Backpay Win at Forman Sure to Mark a Record

Local 70 won a significant victory recently when Arbitrator Arthur Jacobs decided that Forman Manufacturing had, in fact, violated Article 32 of the National Master Freight Agreement and Article 50 of the Joint Council 7 Local Pick-up & Delivery Supplement, and awarded Local 70 members employed at Forman back pay from June, 1975 to March, 1976.

The monetary award in this case should be substantial, running into the thousands of dollars. Not only are the members entitled to back pay, but also Pension and Health & Welfare benefits.

Long Story

There is a long history to this dispute. It started in the Spring of 1975 when the company made the decision they were going to give up their trucking operation and allow S. F. Royster, their "Labor Consultant" and former President of Local 70, to take over this operation. Royster attempted to talk Local 70 members into becoming owner-operators. When that failed he signed a contract with Local 468 and advised the members that because they had not accepted employment they were terminated. He then proceeded to allow owner-operators under contract with no Union to perform work that was formerly performed by our members. Local 70 picketed Forman for approximately four months, trying

to settle this dispute in favor of our members. Finally the company was forced by the courts to grieve this matter, and it was slated for arbitration. Jacobs found that the company had, in fact, violated the agreement and given the work of Local 70's members to non-bargaining unit personnel in violation of the agreement.

Important Victory

This is an important victory for Local 70 and every Local under the National Master Freight and Supplemental agreements. Jacobs, in deciding that the company had violated the agreement, concurred with the Union's argument that work presently performed by its members cannot just unilaterally and arbitrarily be given away. It adds a protection and dimension that formerly was the basis for bitter disagreement.

Local 70 Business Agents Darold Wright and Bob Windsor are now busy attempting to compute the back pay award. Any differences of opinion on the award are to be determined by Jacobs once the facts are developed.

Secretary-Treasurer Chuck Mack and President Jim Muniz praised Attorney David Rosenfeld for his outstanding presentation and handling of this case. It undoubtedly will be one of the biggest back pay awards the Local has ever won.

Associated Strike

After conclusion of the National Master Freight Agreement, most companies fell into line and signed it. The one glaring exception, however, was Associated Freight.

Associated has apparently taken the position that what's good for the industry is not good for them, and have sought to negotiate a separate agreement. While we have nothing against a separate agreement per se, when they attempt to reduce the wages of the National agreement and working conditions, we're concerned . . . to say the least. No matter how it's cut, that's exactly what Associated is trying to do.

This firm has made a decent profit, and it's been made largely because of Local 70 members who drive the trucks and work the platform. Apparently they have made enough of a profit to hire an expensive law firm to represent them in negotiations, to hire a private security force and to advertise in the newspaper for owner-operators to work in case of strike. Associated is not a company about to go bankrupt, but rather a company which would increase its profits at the expense of its employees. I am particularly proud that the members at Associated rejected the employer offer unanimously.

Our Local intends to fully support this dispute. The dollar costs will obviously be high. When you look at our dues structure and the amount of money you pay monthly, you realize that a good portion of this will be going to defer expenses that are bound to be incurred in this dispute. The strike will be lengthy and expensive; and if it is to be won it will have to be through the efforts of not just the Associated members, but the efforts of the officers and officials of this Local Union—and, more importantly, the membership.

Associated strikers will need volunteers for weekday and weekend picket duty. They will also need financial support. This type of support is imperative if we are to succeed. Sanction has been granted for the dispute, and the support of the International, Western Conference, Joint Council and other California Locals is there.

To members of ours working in the Freight industry: The men at Associated Freight Lines are fighting a battle for all of us!

Other Strikes and Negotiations

As you will read elsewhere in our section of the paper, we have a number of strikes in progress.

Bear Van is attempting to remove itself from the Moving & Storage Agreement and operate non-union. They have been on strike—more correctly, their subsidiaries (Bear Transfer and Cota Transfer) have been on strike for eight weeks. The issues in this dispute are detailed in another article.

We are also picketing again at Forman Manufacturing and Pioneer Sawdust, and at Handi-Tap which

is located in San Leandro.

With the exception of Bear, all of these disputes are over contract renewal.

This seems to be the year of strikes. We have had approximately twenty work stoppages in the last year; and of the five major contracts that have expired in the last twelve months we have had four strikes. Obviously this is not a good omen to consider when the large majority of our contracts come up for renewal later this year. It is becoming increasingly apparent that we will be involved in our fair share of work stoppages this summer in an effort to gain equitable and decent contracts for our members. On the brighter side, while there have been these work stoppages, the contracts we have negotiated have been outstanding and provided the largest economic increases in the history of the Local.

Finances

On April 24th the Local held its first meeting on finances this year. The meeting was poorly attended, which was probably attributable to the lateness of the notice more than anything else.

Finances for the first quarter were good, but with the lawsuits we face and the number of strikes we anticipate—including Associated, Bear Van, et al—it is going to be a tough year and we are going to need the additional dues increase provided through finalization of the Freight contract. The expenses for 1976 will be high. Most of this money, though, is going to membership service—negotiations, contract books, committee expense, to mention a few.

The second finance meeting is scheduled for July 17th. The By-Laws Committee hopefully will meet between now and then in an effort to assess financial problems and financial needs for this year and the future.

Freight Contract Ratified

With the ratification of the Freight contract, I would like to again express my appreciation to our membership, Stewards and the officers and officials for the part they played in securing this agreement. Our strike was particularly impressive. While we had complete support from the membership, it was well-controlled. I also think the membership should be aware of the outstanding job performed by President Jim Muniz and Business Agent Roy Nunes during contract negotiations. Their efforts were untiring, and played a major part in the conclusion of this "decent contract."

Fraternally yours,
Chuck Mack
Secretary-Treasurer

NOTICE

BY-LAWS COMMITTEE ELECTION

At the regular membership meeting of June 24, 1976, the vacancies on the By-Laws Committee will be filled.

Members will be nominated and elected by those present.

Your Master Freight Agreement

(From Page 1A)

ARTICLE 44. GRIEVANCE PROCEDURE.

Section 2. PARAGRAPH 1—CHANGE LAST SENTENCE TO READ:

The Union members of the Committee and the Employer Associations members pay the charge in the amount set forth in 2(a) above, with the maximum as set forth therein.

(c) The Co-Chairmen of the Joint Western Area Committee (and any sub-committee thereof) shall determine the allocation of the charges to the parties in those instances where the decision in a particular case indicates that the assessment of charges should be made against both parties.

(d) The charges shall be payable to the Committee and such funds shall be expended solely by the Committee to defray the cost of carrying out its functions.

Section 5.

(d) Change to read:

If the Committee reaches a deadlock on a discharge or suspension, such deadlocked case shall be placed on the Agenda for the next scheduled hearing by the Permanent Arbitrator. Unless the Joint Secretary(s) is notified jointly by both parties by Certified Mail no later than five (5) days prior to the scheduled Arbitration Hearings that their case has been settled, withdrawn or postponed, all cases on the Agenda will be considered to be scheduled for hearing and the parties shall be subject to their proportionate share of the expenses incurred in the Arbitration Hearing(s). The Permanent Arbitrator shall be scheduled to hear cases no less than one day per month. Said Arbitrator shall render his decision and/or award from the bench or no more than ten (10) days from the date of hearing the case. Such decision shall be in writing and shall be final and binding on all parties to the case.

Section 6. SELECTION OF A PERMANENT ARBITRATOR.

"A Permanent Arbitrator shall be selected by the Co-Chairmen of the Joint Council 7 Labor-Management Committee from a list obtained from the San Francisco Office of the Federal Mediation and Conciliation Service, and/or other available sources, and shall serve for a period of three (3) months. Such

Arbitrator's services shall be extended for like periods by mutual agreement of the Co-Chairmen of the Committee. In the event of a vacancy or of the unavailability of the Arbitrator, a replacement shall be selected by the Co-Chairmen of the Committee from the approved list by alternately striking the available names."

Section 7. LIMITATION OF THE PERMANENT ARBITRATOR'S AUTHORITY

Change to read:

The decision of the Permanent Arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority to amend, alter or change any provision of this Agreement in any manner. In addition to any Rules of Procedure of the Committee presently in effect or which may be adopted in the future, the Permanent Arbitrator shall be governed by the following provisions:

1. Presentation of cases shall be made by the Union and the Employer involved, or their authorized representative. Attorneys may be present only to advise their respective parties.

2. No briefs shall be submitted.

3. There will be no transcripts unless mutually agreed to by the Union and the Employer.

4. The Permanent Arbitrator shall render his decision upon the conclusion of the case, unless the time is extended by mutual agreement of the parties, or at the request of the Permanent Arbitrator. Under no circumstances shall such extended period be in excess of ten (10) days, as specified in Section (d).

5. The Permanent Arbitrator shall not render an expanded opinion in any case, unless mutually requested by the parties.

Section 8. CHANGE TO READ:

The Joint Council 7 Labor-Management Committee shall, in their Rules of Procedure, determine the compensation of the Permanent Arbitrator, and the method of handling all expenses incurred in the Arbitration, except for those individual expenses which the Employer or the Union may incur for the purpose of putting on their case.

ARTICLE 45.

Section 1. MODIFY FIRST SENTENCE TO READ:

Any employee desiring leave of absence from his employment shall state his reasons in writing and shall secure

written permission from both the Local Union and the Employer.

MODIFY FIFTH SENTENCE TO READ:

Any employee who falsifies his application for leave of absence or who engages in gainful employment in the same industry during such leave shall lose his seniority status.

ARTICLE 46. CHANGE "OVERSHOES" TO "BOOTS".

ARTICLE 47.

No Change, except modify "Local Pickup and Delivery Agreement to read "this Supplemental Agreement" whenever it appears in this Article.

ARTICLE 53.

Section 5. ADD:

The parties may by mutual agreement modify the application of this provision to an individual Employer who hauls wine exclusively.

Section 9.

(c) Change rubber overshoes to rubber boots.

(d) and (e)—No Change.

ARTICLE 56.

Sections 1 through 4. ADD—NATIONAL MONETRAY INCREASE 3 DAYS.

Section 5. (NEW).

An employee who has returned to his regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time, provided such employee has notified his Employer of such appointment no later than the day preceding the appointment.

ARTICLE 57.

Section 1. PARAGRAPH 1.

Add — Employee's Anniversary Date and Delete last sentence.

Section 2. (NEW).

If the employee's birthday or anniversary date fall in the middle of the week (Tuesday through Thursday) he shall have the option of taking the Monday or Friday off during that week, provided he notifies the Company one week in advance. No employee shall work his birthday, anniversary day, or other designated day in lieu of said holiday unless it is

mutually agreed upon. In arranging such optional holidays, it is agreed that the Employer's operations shall not be impaired because an excessive number of employees specify the same optional holiday date. In such event, the Employer shall permit not less than twenty (20%) percent of his work force to take such holiday on the same date. In such cases seniority shall govern the selection of employees granted such holiday. No seniority claim shall be recognized because an employee has taken an optional holiday.

ARTICLE 59.

No Change, except update to include negotiated increases in contribution rates, and change effective dates.

Letter of Understanding:

Within sixty (60) days after the ratification of the Contract, the parties shall establish a Committee to be known as the "Joint Council 7 Labor-Management Health and Welfare Study Committee" consisting of an equal number of Union and Employer representatives. This Committee shall undertake a study of all the Health and Welfare Programs provided under the Joint Council 7 Supplemental Agreement. They shall make comparisons of various benefits and may have actuarial studies made. The Committee shall consider the feasibility of consolidating all or some of the plans. October 1, 1976, shall be the target date for completing all studies and making recommendations. Any consolidation of plans may be made only by mutual agreement of the parties.

ARTICLE 60.

Section 1.

No Change except update to include negotiated increases in contribution rates and change effective dates.

Section 4. MODIFY TO READ:

A regular employee, for purpose of this Supplemental Agreement, shall be any employee on the regular seniority list as defined by this Supplemental Agreement. An Employer shall be required to pay the regular employee contribution on any new employee who has gained seniority. Paid holidays, paid vacation, and paid sick leave shall be counted as days worked for the purpose of this Section.

Note: Several of the contract article numbers are not uniform for all of the local unions under the Joint Council 7 Supplemental Agreement. Therefore, if a proposed change does not fit into the appropriate article in your supplement, it will be placed correctly when your supplement is printed.

BENEFIT OPTION

Joint Council #7

The Unions reserve the right to divert from wages to health and welfare benefits not more than ten cents (10¢) per hour on a uniform basis for all Local Unions as of April 1, 1977 or April 1, 1978. Local 85 may divert all or part of all such money to its pension plan if such plan is not merged with the Western Conference Plan.

The Quarterly Financial Meeting

Stormy Outlook But—So Far So Good

Local 70's first financial meeting of 1976 was held on April 24, 1976, at Local 70's Auditorium.

Secretary-Treasurer Chuck Mack discussed the first quarter experience for 1976 and indicated the first three months show a very favorable experience. Altogether, there has been an increase in the General Fund revenue in the amount of \$105,673.62. Total Receipts for the first period were \$541,480.86, while Disbursements were \$435,807.24.

The increase in revenue was greater than had been budgeted in December. Mack attributed the increases to several factors. First, the Local has continued to hold costs and spending down. Secondly, the assessment monies have totalled approximately \$100,000.00 — and in the first quarter members generally pay dues in advance.

While this initial quarter's experience is favorable, Mack advised that revenues would decrease in the second quarter, but expenses would remain high — this because Local 70 is entering contract negotiations on the majority of its agreements. Within the next six months over thirty contracts will expire and have to be re-negotiated. The Local

can expect, according to Mack and other Executive Board members, a good number of strikes in our efforts to win fair contract settlements.

There are also several unknown factors in the area of expenses. Local 70 has pending against it sev-

eral lawsuits that date back to the late 1960's and early 1970. These suits, if decided against the Local, could significantly increase expenses.

The meeting to review the experience for the second quarter of this year will be held July 17, 1976.

Dues Increase Based On Freight Negotiations

With the adoption of the National Master Freight Agreement and its wage increases, the dues in Local 70 are automatically increased.

This increase is pursuant to Article XI of Local 70's By-Laws.

The following letter was received from our auditor and establishes the new dues rate:

Dear Mr. Mack:

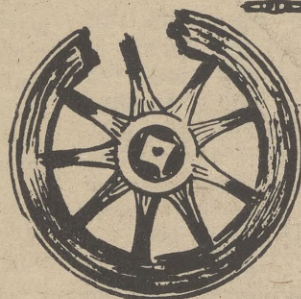
To compute the new monthly dues rate approved as a part of your revised Constitution and By-Laws, we have applied the following for-

mula:

National Master Freight Agreement (doubles) at \$8.21½ per hour times 2,080 hours per year equals annual income of \$17,087.00.

The monthly dues, at 1/10 of 1% (rounded to the nearest nickel) would be \$17.10 per month.

Very truly yours,
DONALD K. STITES
ACCOUNTANCY
CORPORATION
By Gordon M. Billow



In Memoriam

MAFFUCCI, CANIO A., Apr.
STRAGGINS, EDWARD H., Apr.
MOTTO, FRANK J., May.

Teamsters on the Move

Compiled by Dorothy Keane

Elections

Charles J. Ciolino and Joe Dillon, respectively secretary-treasurer and business agent of Local 655 in Redwood City, announce the 5-1 vote for Teamster representation by employees at **Pan Thai Industries, Inc.**, at Foster City. This was followed by another election victory, with an 11-3 vote, to represent employees at **Maverick Fabrics** at San Carlos.

Settlement

Nobby Miller (Modesto), Local 386 secretary-treasurer, reports settlement of the **Hershey Food** contract to provide substantial wage increases over a two-year period plus many other contract improvements. The membership ratification vote indicated that the improvements were well received, for which Miller compliments the efforts of Business Representative **John Souza** and the negotiating committee.

Award

Local 70 Secretary-Treasurer **Chuck Mack** and President **Jim Muniz** announced an award by Arbitrator **Arthur Jacobs** for back pay for members employed at **Forman Manufacturing**. Back pay covers the period from June, 1975, to March, 1976. Forman was found in violation of its bargaining contract for giving Local 70 work to non-bargaining unit personnel. Business Agents **Darold Wright** and **Bob**

Windsor are in the process of computing the amount of back pay, expected to be one of the biggest ever won by Local 70.

Moving On

Sacramento Local 150 Secretary-Treasurer **Jack Kalehulua** has announced the appointment of **Pat Paccioco** and **Mel Hull** as business representatives to replace **Al Bonna** and **Al Goodson**, who resigned.

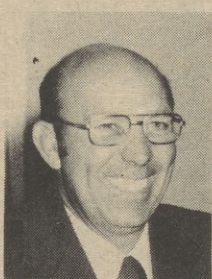
David Bosch, Local 624 (Novato) member since 1969, has been appointed trustee to replace **Ron Bell**, who resigned.

Robert Sandoval, Local 287 (San Jose) member since 1965, has been appointed trustee to fill the vacancy left by the death of **Joe Silveira**.

William Gilson, Local 980 (Santa Rosa) member since 1964, was appointed president to fill the vacancy left by the death of **Edward C. Miller**.

Edward "Pete" Walling is Local 588's (Oakland) newest organizer.

His Honor



SAM MORRISON, member of Construction Local 291 in San Leandro, has been re-elected Mayor of the City of San Pablo, in which capacity he has served since 1966.



TO ALBANY COMMISSION—Jerry Corniola, left, Local 78 vice president and business agent, is sworn in as member of the Civil Service Commission, City of Albany, by City Clerk Pat George. Attending are Councilmen Lewis Howell, second from left, who nominated Corniola to the seat and Bob Luoma, who led the Council in approving Corniola's appointment. Corniola is also a member of the Albany Water Front Committee and the Committee for Adopting a Master Plan for Albany. He is a vice president of St. Jerome's Men's Club. Aside from his positions in Local 78, Corniola is also sergeant-at-arms for the Joint Western Area grievance committee under the Master Freight Agreement, and vice president for Teamsters Railroad and Transportation Employees Credit Union.

—Luoma Photo

Dear Consumer

ABCs of CBs

By Virginia Knauer

Special Assistant to the President and Director
Office of Consumer Affairs, Department of Health, Education and Welfare

Citizens Band (CB) radio equipment has become one of the fastest-selling items in the electronics market. Already an estimated 11 million CB transmitters are in operation and by the end of 1976, sales of CB equipment are expected to hit the billion dollar mark.

But although millions of consumers have joined the world of CB, many still feel unsure about buying the radio equipment—particularly because there are so many kinds of units to choose from and because they are so easily stolen from cars. To help these potential CBers, my office has contacted the Federal Communications Commission (FCC), which regulates CB transmissions, and the CB Center of America to get suggestions about buying and using CB radios:

- First decide on your own needs. The number of channels and the range you want will, to a large extent, determine the price you will have to pay for your unit. Incidentally, it is suggested that you buy in the middle range of the market—sets ranging from \$140 to \$180 are generally the most economical for beginners.

- Shop around. Prices of CB units vary widely and a little looking may save you a lot of money in the long run.

- Before you buy, check warranties. Find out what parts are guaranteed and for how long. Compare warranties.

- Equip your unit with removable mounts—or a detachable antenna. CBs are a target for theft, and a CB antenna marks your transmitter for a "hit."

If you are in the market for a used CB set:

- Before you buy the set, take it to a local service center to have it checked by a technician. Make sure that all parts are working and that nothing has been tampered with. Also, be sure that the unit has been FCC approved (this approval will appear on the unit itself.)

- Give the set an "on the air" check—be sure you like the sound and range you are getting.

Once you have purchased a CB unit—either old or new:

- Register with the FCC and get a CB license. FCC has lowered the CB licensing fee from \$23 to \$4 and has made it easy for CBers to register. However, FCC is also cracking down on those who do not. CBers operating without a license—which is a violation of FCC regulations—can be fined up to \$10,000 or be sentenced to a year in prison or both.

- Get a copy of and observe FCC's CB regulations. Copies of USC Title 47, Part 95 (FCC rules

governing Citizens Band) are available from Superintendent of Documents, Government Printing Office, Washington, DC 20402, for \$5.35. If you have any questions about CB rules or licensing, write to Amateur and Citizens Division, Federal Communications Commission, Washington, D.C. 20554, or call 202-632-7175.

Anheuser-Busch Feels the Pinch

A strike of Teamster brewery workers and an authorized boycott of Anheuser-Busch products is having a telling effect on the company headquartered in St. Louis, Mo.

The strike commenced last March 1 after a breakdown in contract negotiations.

Teamster General President Frank E. Fitzsimmons and General Secretary-Treasurer Ray Schoessling issued a letter to the more than two million Teamsters Union members in late April urging a boycott of Anheuser-Busch beers, including Budweiser, Michelob, and Busch Bavarian.

Meanwhile, the famous beer company reported a 44% drop in first-quarter earnings.

What's a Union Boss?

D. B. Brown, in the Wall Street Journal, defines a union boss as a picket calculator.

Northern Calif. Teamster Page 5
May, 1976



WINS GRIEVANCE—Bowman Wong, furniture handler with Amfac/Liberty House, receives \$500 check from his Local 853 vice president Ray Blasquez, Jr., representing grievance against employer's failure to recall which Blasquez succeeded in settling.



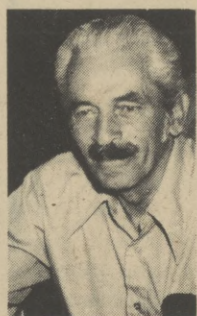
RETIRED—William "Bill" Carlson received his first check as a Local 684 retiree from Secretary-Treasurer Joe Davis at a dinner with his union officials recently. Shown at the presentation are, standing from left, Davis, Carlson, President Lloyd Nelsen, and Trustee Lloyd Whitcomb; and seated from left, Trustees Antone Pelascini and Ken Siemens. Recording Secretary John Henderson was unable to attend. A Teamster for 36 years, Carlson worked for Mercer Fraser in construction for 30 years, served as business agent for more than three years and as vice president since January before he exercised his retirement rights. Now he will indulge in his hobbies: restoring two Edsels and treasure-hunting in the desert.

Morr or Less

By Morris Less

Now Comes Arbitration

One of our precious freedoms is our right under our Constitution to go to court. The right to seek redress for a wrongful act was not the privilege of most people until the Magna Carta, and later the U.S. Constitution, enlarged this right.



Less

In a subtle fashion, this portion of our liberties is being whittled away.

First there was the big drive by the insurance companies for No-Fault Insurance. Damage suits were cutting into insurance revenues and these companies claiming auto insurance is a loser are trying to cut their alleged losses with this tactic. No matter how fine this scheme sounds, it does deny the injured party the right to take his case for personal injury or damages to his property to a court of law. If auto insurance is a loser, why do these companies sell it?

Next, came the flurry over Malpractice Suits. If the members of the medical profession were the saints they would have us believe, there would not be malpractice suits. However, doctors are only human beings and subject to human error just as you and I. Certainly, some of these actions in the courts comes to huge figures. So how much is pain, disfigurement, a life as an invalid or death worth?

The latest wrinkle in this one is Arbitration. This could be far too costly to the patient or his family and mean a closing of the courts to all at the medical profession's request.

In 19 of our United States, the Constitution says: "Courts shall never be denied to the people—For every wrong to the people." These two sentences are not in the Constitution of the State of California. Why? In our State a committee or commission was just appointed to consider ruling damage suits out of courts. On this body there is a railway representative, two manufac-

turers, insurance men and a member of the medical profession. There cannot be any doubt that the people could lose with whatever this group's suggestion may be.

Munitions

We are alleged to have the most destructive type of atom bombs known. These weapons of war are probably the worst kind of horror there is. Yet, we read daily of the military budget and its ever-increasing costs.

It is agreed that we must be able to protect ourselves so we must be prepared. A war is about the most dismal way of all to settle an issue. It's often a cause for wonderment as to the necessity of huge stockpiles of arms when the atom bomb is a part of these death-dealing weapons.

Wars, like quarrels, could be avoided if there were some common sense displayed. Too bad our tax money can't be placed to a better use.

San Francisco's Situation

By the time this issue is in your hands, let us hope that the San Francisco Strike is resolved.

Both sides have shown some incredible short-sightedness. As has happened in many cases before in this City, Teamster leader Jack Goldberger is deeply and constantly engaged in trying to settle all issues.

For the last two weeks as this piece is being written, Brother Goldberger has been meeting night and day with all involved. As President of Teamsters Joint Council 7 and with Jack Crowley of the San Francisco Labor Council, some progress is being made.

Teamster Local 216 members have, at this time, been locked out for more than a month.

The present Board of Supervisors is not dealing in good faith bargaining. Citizens of San Francisco are being greatly inconvenienced. Only recently are the news media displaying both side of this dispute.

Net results of the whole situation have made Organized Labor in San Francisco look in the worst possible light. While the Board is guilty of impossible positions, Labor is being painted with same brush.

Construction H&W Trust

By Mel J. Tracy

One final aspect of our benefit plan which may need to be clarified is the summary of benefits for active and retired employees and their dependents. This has two divisions: Hospital Benefits and Comprehensive Medical Benefits.

Hospital Benefits are simple: 120 days full reimbursement—semi-private rate, per disability.

Comprehensive Medical Benefits are not quite so simple to understand. We will pay 90% of reasonable charges up to maximum payment of \$15,000 with an annual reinstatement of \$2,000. Please remember we are referring *only* to medical benefits. Benefits paid for hospital room and board and other attendant service are *not* included in the \$15,000 maximum. *Neither* are benefits paid for *prescription drugs, dental or vision care*.

I will commence this example as of May 1, 1975, when our present benefit plan became effective. At that point in time every eligible individual had the full maximum benefit of \$15,000.

May 1, 1975, through April 30, 1976, John Doe incurred \$2,000 in medical expenses.

Thus \$15,000 — \$2,000 = \$13,000 maximum benefit. On May 1, 1976, this is what occurs. Available \$13,000 maximum benefit + \$2,000 = \$15,000 maximum benefit available, so he is right back up to his maximum of \$15,000 as of May 1, 1976.

Assume that from May 1, 1976, through April 30, 1977, John Doe incurred \$1,500 in medical expenses—thus we have: April 30, 1976 — \$15,000 maximum benefit minus \$1,500 medical expenses = \$13,500 (new maximum benefit). May 1, 1977, \$13,500 + \$1,500 = \$15,000 (new maximum benefit).

Thus you can see that the only way that your maximum medical expense benefits can be reduced is when more than \$2,000 in medical benefits are paid to the eligible individual in any plan year—May 1 through April 30.

In the many years that the Laborers Health & Welfare Trust Fund has been using this identical system they have not had a single occasion where an eligible individual has exhausted his maximum comprehensive medical benefits, because up to \$2,000 in benefits will be automati-

cally reinstated on May 1 of each plan year.

One final point that sometimes causes a little confusion: *Eligibility*. Again, I will divide this topic into two parts.

(A) If, because of layoff an eligible employee exhausts his "Bank of Hours," he may make a self-contribution which would cover himself and his eligible dependents on a month to month basis for up to *six months in any 12 month period*. The current amount of this monthly self-payment is \$70 and this provides Hospital, Medical and Drug coverage as well as Life and Accidental Death and Dismemberment Insurance.

(B) If an eligible employee is disabled because of illness or accident and is unable to work, he would first run out his "Bank of Hours." When this happens, if he is still disabled we can, with a statement from his physician, apply 20 hours for each week that he is so disabled up to a maximum of 26 weeks. At the end of that period, if he is still disabled he can make "self-contribution" for another six months.

When this eligibility terminates, an *automatic 90 day extension* can be applied under certain circumstances.

If the claim is made for a person (employee or eligible dependent) who is totally disabled at the date of termination of eligibility, providing the expenses incurred result from such disability *only* and provided that this disability is continuous from the date eligibility terminates.

Under the 90 day extended benefit provision, Hospital benefits are payable during a confinement which commences *within three months after* eligibility terminates, if the confinement is related to the *individual's disability only*.

Comprehensive Medical Benefits also are payable for Medical Care received within three months after eligibility terminates, providing such Medical Care is for treatment of the illness or injury that caused the individual to be disabled when an eligibility terminates.

No benefits for pregnancy are payable after this 90 day extended care provision.

Drug benefits are payable for drugs required within three months after eligibility terminates provided they are used *only* for treatment of the disabling illness or injury in effect at the time eligibility terminates.

If this 90 day extended benefit provision is not sufficiently clear, please call the Fund office for advice, and clarification.

SENIOR POWER — News About our Retirees

Where Seniors Are

California and New York each have over 2 million of the nation's elderly—those 65 and older—and Pennsylvania, Florida, Texas, Illinois and Ohio each have over 1 million, according to new Census Bureau figures.

California edged out New York in 1975 as the leading state residence of elderly Americans with 2,056,000 elderly compared to New York with 2,030,000. In 1970, no state had as many as 2 million persons 65 or older.

Florida still has the highest percentage of senior citizens, with one in every six residents aged 65 or older.

East Bay Retirees

The meeting of April 21 was called to order by President Al Maderos who introduced Harry Davis.

Davis gave the members much useful information on how to ob-

tain a card which will allow us to benefit from savings on food purchases. Those who were not at the meeting may obtain information by calling 444-8627.

**DON'T FORGET
NEXT REGULAR MEETING
Bring A Friend**

Alameda County Sheriff Tom Houchins encouraged the members to participate in community crime prevention. Alameda County now has a program where anyone can dial 911 to report an emergency and get immediate response. It is a program that other counties should look at for adoption.

Vice President Pete Josephs discussed the higher Medicare costs that would be incurred should the latest proposals of President Ford be adopted.

Pete circulated a petition to endorse Senate Concurrent Resolution 86 recently submitted by Sen. Frank Church which is to our best interests.

Letters have been mailed to Senators Cranston and Tunney asking them to support the Church Resolu-

tion and oppose Senate Bill #1.

The membership adopted a resolution, on recommendation of the Board, for presentation before the International Convention at Las Vegas in June. The resolution would make Teamster retiree clubs one cohesive whole without each club losing individual autonomy—we would still be in complete control of our own club, and political endorsements cannot be made without the consent of the membership.

Joe Chavaria, Recording Secretary

Santa Clara Retirees

We are delighted to report continued big increase in our membership since the first of the year. But that is no reason to take it easy—keep getting those new members to join.

The biggest attraction at our general membership meetings, of course, are the guest speakers who come with much beneficial information to offer us. They include
(To Page 7)

NORTHERN CALIFORNIA TEAMSTER

PETER CARAG, Editor

Publication of Joint Council 7 and
Joint Council 38 International

Brotherhood of Teamsters

Office of publication, 25 Taylor Street,
San Francisco, California 94102. Tele-
phones 885-4969 and 885-4970.



POSTMASTER: Send form 3579 to 746
Brannan St., San Francisco, CA 94103.
Second Class Postage paid at San Francisco, Calif.

Published once a month at San Francisco, California, by Joint Council 7 and Joint Council 38 of the International Brotherhood of Teamsters. News copy and picture deadline: First of month.

EDITORIAL COMMITTEE

Joseph J. Diviny, Chairman; Jack Goldberger, George E. Mock, Mark O'Reilly, Hank J. de Diego, John Fitzsimmonds, Bill York, Freddy Sanchez, Pete Andrade.

Teamsters Local 439 The Coffee Break



By BOB PLUMMER

One of the most important contracts to both the Teamsters and the general public has been settled and ratified almost 4 to 1. Ever since the advent of Area Wide Bargaining in the early 60's, the NMFA has been an important part of all our lives since it forms the very base for the Wholesale Price Index, the common indicator upon which all retail prices are based. Any large NMFA increase will almost certainly be passed on to the ultimate consumer, you and I... therefore we must be prepared for the almost certain result, namely applications by the affected carriers to both the PUC and ICC for freight rate increases. On another front, United Parcel Service local unions are at last banding together to form a large multi-state unit similar to the NMFA to bargain together instead of independently. This should add a great degree of stability to this large carrier unit and give our membership every benefit of Area Wide Bargaining and all the leverage needed in the event of a strike. It is also interesting to note that the UPS business—and hence the number of Teamster jobs is up dramatically — perhaps now might be the time for all of us to write our respective National Representatives and Senators in Congress and ask them to take the Postal Service with its terrible performance and damage record out of the parcel post business and turn this vital function over to the private sector and therefore hopefully to UPS and our brother Teamsters. Make your voice heard on this important issue! Also, let us not forget our brother and sister members employed at ASSOCIATED FREIGHT LINES now on strike. Associated management has not seen fit to sign the NMFA together with the respective supplements, prompting strike action. Scabs are being used to make deliveries together with a guard per truck, all reminiscent of the Beverage Strike of several years back. Support 'em, they need your help!

RETIREES

Richard K. Smith, R. Cali & Son
George Jennings, American Forest Products
Clarence E. Anderson, Calaveras Cement Co.

WCT Pension Trust

We ran this notice once before and we are running it again for those who might have missed it. It would save a lot of trouble all around — for the offices of the Local Unions, Joint Councils, and the Western Conference, and for the member himself — if it is noted once and for all:

The administration for the Northern Conference Area of the Western Conference of Teamsters Pension Trust was assigned to Northwest Administrators, Inc. The new offices are located at 433 Airport Blvd., Suite 111, Burlingame, California 94010, with telephone (415) 342-8411.

Norman N. Chatfield, Construction (Woods)

Louise Palmer, Meyenberg's
Carl Doppenberg, Nestles
Clark Hahn, Hickinbotham's
Leonard Cardoza, Gotelli Trucking
Carmel Mazzilli, California Cedar Products

SURVIVOR BENEFITS TO:
Margaret Enos, widow of George Enos

Freida G. Creecy, widow of Martin Creecy

Deceased

Irene De Vorss, Eagle Truck Lines
Merle Harrison, Service Cab
Louis Lemon, Unemployed
Mitch Steenhoudt, Central Coast Trucking
Ralph Gollan, Retired

In another of our series of personal profiles, we this issue present

CHUCK ELLIOTT, Local 439 Vice-President and Business Representative. CHUCK first joined the Teamsters Union in 1955, and when appointed a full time Business Representative in 1973, had completed 17 years of service with Moore Truck Lines of Stockton.

Soon after his appointment as a Business Representative, CHUCK'S unique talents were discovered by the Valley Freight Committee who appointed him Sergeant at Arms. He also serves in the same capacity with the Full Load Committee and together with Local 439 Secretary-Treasurer BOB PLUMMER, represents Local 439 to the hilt on local freight committees! CHUCK and his charming Lorraine have four children, two boys and two girls. Hats off to CHUCK ELLIOTT.



Elliott

Senior Power

(From Page 6)

partners and associates in the law firm of Nielsen, Hales & Hayden who periodically come to speak and answer questions from the floor.

Jack Cassidy of Sen. Minetta's office spoke at our last meeting on National Health Insurance, calling our attention to the inadequacies of Medicare coverage presently available, and stressing the need for fuller coverage for senior citizens.

Our Club has been outstanding in its efforts to contact legislators when any bill comes up that affects labor in general, and our members in particular, whether directly or indirectly. We urge all members to keep this up because this is one area where senior citizens can really show their muscle.

Our social activities have been going great guns—two buses had to be chartered for our last trip to Reno and 72 of our retirees had "a blast." Our Reno trips are scheduled every other month.

Meantime, we are looking forward to our BIG BBQ in June.

Fred Hoffman, Chairman

Bicentennial Bit

Thomas Jefferson, at Monticello in Virginia, and John Adams, at Quincy, Mass., both died on the 50th Anniversary of the Declaration of Independence, July 4, 1826.

News from Sacramento

By Bob Crandall



ROADEO QUEENS — Two beauties at Sacramento roadeo competitions mix with Teamster brawn, from left: Al Bonilla, Lee Ishmael, Bob Crandall, and Ward Allen.

P.A.R.D. held its second annual truck roadeo last month and it had to be the biggest event that Sacramento has seen that involved Teamsters.

An estimated crowd of 1,000 spectators watched as the entries performed on the course and when a driver would make a high score on a difficult problem he would draw a large round of applause from the crowd. Bob Sage, general chairman for the affair, announced that it was a tremendous success and will be planning on another event later on in the year.

One of the reasons, Sage claims that it went off so big, was that every one lent a helping hand. There were terminal managers, Business Representatives, wives of our members, city and county police officers, highway patrolmen, and personnel from the C.T.A. who served in some capacity or another to help put the program on.

The three winners in each division will go to Oakland late this month to compete in the state finals.

The overall winner was Elden Fowler of Di Salvo who scored the most points on the course. Trucking, Local 150.



ELDEN FOWLER of Di Salvo Truck Lines and Local 150 member, was overall winner at Sacramento annual truck roadeo last month.

The following are the winners in their respective divisions:

Bobtail: First place, Elden Fowler, Di Salvo Trucking, Local 150; second place, Earl Tiller, Associated Freight Lines, Local 431; third place, John Jennings, Di Salvo Trucking, Local 150.

Light Semi: First place, Everett A. Lawson, Pacific Motor Trucking, Local 386; second place, Donald Allen, Di Salvo Trucking, Local 431; third place, James Pirkle, Di Salvo

Heavy Semi: First place, Sam Swisher, Transcon Lines, Local 150; second place, Leslie E. Carson, Pacific Motor Trucking, Local 150; third place, John S. Fernandez, Pacific Motor Trucking, Local 150.

Tanker: First place, Herman J. Staub, California Liquid Gas, Local 431; second place, Harry Quindt, California Liquid Gas, Local 431; third place, Paul H. Carvalho, California Liquid Gas, Local 150.

Doubles: First place, Aubrey Glenn, Pacific Motor Trucking, Local 150; second place, Ray Delapaz, California Motor Express, Local 150; third place, Keith A. Wilson, Nielsen Freight Lines, Local 980.

Walt Sigal, assisted by Joyce Sage, took charge of the raffle and presented a neat C.B. radio to lucky Vern Johnson of Local 431, who purchased the lucky ticket.

All in all it was a great day for our truck drivers.

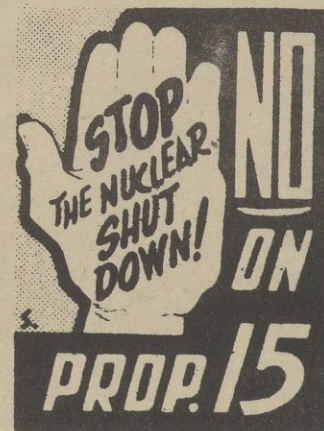
A crisis developed when Associated Freight Lines decided to take the Locals on and as a result picket lines were placed at 15 terminals throughout California.

Our Local 150 has 22 members at the Sacramento operation who are involved in this dispute. These members need your support as this could have an effect on a great many members working under the Master Freight Contract.

Business Representative Howard Rush announced, at the General Meeting on May 5, that there will be a special Freight Craft Meeting this month to take action on this matter.

Like we say, your bread and butter is on the line so you had better make an effort to be in attendance to find out what is going on.

Pat Paccioco and Mel Hull were appointed as Business Representatives to replace Al Bonilla and Al Goodson who resigned. Pat has been assigned to the Freight Craft, Hull to the Warehouse and Miscellaneous Crafts.

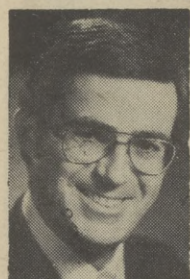


From Our Man in Sacramento

California Teamsters' Legislative Report

By Gerald O'Hara, Legislative Representative

The scheme to remove traffic violation trials from the courts has been abandoned by the Department of Motor Vehicles, at least temporarily. Senate Bill 1949 by Senator Alfred E. Alquist (D) San Jose was sent to an interim study without a policy hearing which was scheduled before the Judiciary Committee. The Teamsters opposed the bill's passage arguing for the existing system within the courts which assures justice far better than proposed by SB 1949 which would have hearing officers who answered to a board only. The proposal would have prompted far more license suspension and the incentive to convict was evident as the Department of Motor Vehicles would receive a portion of the fines ultimately.



O'Hara

Radar was stricken from the Assembly's State Budget by action of the Ways and Means Subcommittee, Pauline Davis (D), Portola, Chairperson. The Committee which does not ordinarily hear opposition testimony allowed the Teamsters to oppose the budget line item for radar equipment for California's Highway Patrol. Assemblywoman Davis and Assemblyman Alan Sieroty (D), West Los Angeles, took the action for the Subcommittee.

Raids on driver's license falls with the refusal of the Senate Transportation Committee to approve SB 1963 by Senator Robert B. Presley (D), Riverside. The Teamsters opposed SB 1963 which would have opened the door to trailering loads 50% greater than presently allowed with a Class III license.

Can has nine lives then dies. SB 1384 by Senator Omer Rains (D), Ventura, a controversial proposal to "ban the can" in California, again was voted on and refused by the Committee on Natural Resources and Wildlife.

Farm equipment's use on the highways without safety devices as proposed by AB 4261 by Assemblyman John Thurman (D), Modesto, met with Teamster opposition. The author did not pursue the bill to a hearing and the deadline has passed.

Transit District's bid for charter bus jobs continues with the approval of SB 1794 by Senator Nate Holden (D), Los Angeles. The Committee on Public Utilities Transit and Energy approved the bill allowing the Southern California Transit District to go into the charter bus business for senior citizens. AB 2752 by Assemblyman Richard Robinson (D), Santa Ana, providing for the Orange County Transit District to go into the charter bus business

and also take jobs from private bus operators, is scheduled for hearing before the Transit Subcommittee of the Assembly Transportation Committee.

Teamster bills advance. SB 2010 by Senator George Zenovich (D), Fresno, and SB 2134 by Senator Milton Marks (R), San Francisco, have won Policy Committee approval. SB 2010 provides for prevailing wage rates for refuse hauling from a public works site. SB 2134 provides for safety member retirement for traffic personnel of the Golden Gate Bridge and Highway District.

An assault on OSHA starts with the passage of SB 1756 and SB 1757 by Senator Newton Russell (R), Glendale. The bills would remove many criminal penalties which can now be used to force on the job safety. The bills were approved by the Senate Industrial Relations Committee and go to the Senate Committee on Finance.

Taxi industry tax relief received the approval of the Assembly Committee on Revenue and Taxation with a "do pass" recommendation on AB 3557 by Assemblyman Fred W. Chel (D), Long Beach. Taxi companies throughout the state sought and received Teamster support of this bill to assist the industry which is financially troubled by drastically increased fuel costs. The bill exempts 5 cents of the gas tax. The bill now goes to the Assembly Committee on Ways and Means.

Auto insurance problems as to off-the-job citations affecting employment opportunities and on-the-job citations affecting personal insurance policies will be improved under the terms of AB 3829 by Assemblyman Wadie Deddeh (D), Chula Vista, as it will be amended in the next few days.

Dump truck haulers will not feel the pinch of drastically increased fees proposed in AB 3700 by Assemblyman Louis J. Papan (D), Daly City. The bill would have promoted "owner-operator" status as it would have levied a permit fee on every truck in a fleet. The author, Assem-

blyman Papan, is not pursuing the bill.

School district employee organizations would have been denied the right to contribute to most election campaigns under the terms of SB 1677 by Senator John Stull (R), Escondido. The bill was killed by the Senate Education Committee after hearing testimony from the Teamsters and other employee representatives.

Negligent operator point counts for accidents charged to a driver's record would be repealed under the terms of SB 1787 by Senator Milton Marks. The bill was approved by Senate Transportation Committee.

Legislator Of the Month



Senator Milton Marks (R) San Francisco

Senator Milton Marks (R) San Francisco has authored legislation to provide "safety member" improved retirement benefits for Golden Gate Bridge and Highway District Traffic personnel whose jobs often involve fire and police duties. The bill, SB 2134, has been approved by the Senate Committee on Public Employment and Retirement and awaits a Senate Floor vote.

New Truck Noise Standards

Medium and heavy trucks manufactured after January 1, 1978, will have to meet new federal noise standards.

Russell E. Train, administrator of the Environmental Protection Agency, estimated the new regulations will reduce urban traffic noise by more than 25% by about 1990 — "even assuming no reduction in the present levels of noise emissions from other vehicles."

The regulation published in the Federal Register, April 13, requires that newly manufactured trucks, with a gross vehicle weight rating of 10,000 pounds or more, when accelerating in accordance with specified tests, shall not exceed 83 decibels by January 1, 1978, and drop to 80 decibels by January 1, 1982.

Big Savings Compliance with the new regulation, according to EPA, will increase the price of trucks but reduce costs of operating them. With credit for fuel savings a uniform annualized savings of \$523 million to American truck operators is estimated.

This regulation is the second major EPA action to reduce traffic noise. In October, 1975, EPA required that in-use trucks over 10,000 pounds gross weight operated by motor carriers engaged in interstate commerce not exceed specified noise levels.

—TNS



TOP BOWLERS—The Hi Liters, Local 588-sponsored bowling team, came in second at their last competition. Team is composed of, from left, Adrienne Lemos, Olga Larsen, Fran Paredes and Inez Stinberg.

IN MEMORIAM

ALEXANDER, JOHN, Local 665, San Francisco, Apr. 8.
JUNIER, ARTHUR, Local 853, Oakland, Apr. 23.
BOUGHOSIAN, GEORGE, Local 484, San Francisco, Mar. 2.
PINE, HENRY, Local 484, Apr. 9.
STEINER, CHARLES, Local 484, Apr. 13.
LUSK, ARRON, Local 588, Oakland, Apr. 7.
FRANCO, WILLIAM, Local 350, San Francisco, Apr. 23.
RICCITI, SALVADORE, Local 216, So. San Francisco, May 5.
INGRAM, ALEXANDER, Local 896, Hayward, Apr.
KELLY, FRANK, Local 896, Apr. 18.
BALLETTI, HERBERT, Local 896, Apr.
DOMINGUEZ, JOSEPH P., Local 860, San Francisco, Apr. 30.
NUNN, HENRY, Local 860, Apr. 22.
TOWNSEND, JAMES B., Local 860, Apr. 26.
CORDONI, ENZO, Local 296, San Jose, Mar. 26.
VIERRA, JOHN, Local 296, Apr. 22.
BROWN, JOHN, Local 302, Apr. 23.
BARONIAN, SIDNEY, Local 750, Oakland, Feb. 5.
TOY, GIN, Local 50, Apr. 12.
BEFFA, ELMER, Local 85, San Francisco, Apr. 3.
BIONDI, NICK, Local 85, Apr. 2.

CIARLANTI, RALPH SR., Local 85, Apr. 22.
CONNOLLY, JAMES, Local 85, Apr. 12.
DORSEY, GEORGE, Local 85, Mar. 25.
HART, ARCHIBALD, Local 85, Apr. 20.
HENDERSON, DAVID, Local 85, Apr. 9.
McMICHAEL, GEORGE, Local 85, Apr. 2.
MILOVICH, JOHN, Local 85, Apr. 18.
MORIARTY, FRANK, Local 85, Apr. 2.
PUCCINELLI, DANIEL, Local 85, Apr. 21.
ROACH, GEORGE, Local 85, Apr. 18.
STORM, GLEN, Local 85, Apr. 9.
TASSANO, RUDOLPH, Local 85, Apr. 11.
JENKINS, WILLIAM, Local 386, Modesto, Apr.
WILSON, COLIN, Local 386, Apr.
ALEXANDER, AUSTIN, Local 386, Apr.
CLARK, C. L., Local 315, Martinez, Apr. 10.
VICARS, GLEN, Local 315, Mar. 21.
FLOURNOY, HAROLD, Local 315, Apr. 20.
SCHONWETTER, JULIUS, Local 265, San Francisco, Apr.
JONES, J. J., Local 265, Apr.
SOKOL, ALEX, Local 265, Apr.
CROCENZI, WILLIAM, Local 265, Apr.
BURTON, DAVID, Local 265, Apr.
DENNISON, OKEMAW, Local 265, Apr.
WELCH, JACK, Local 265, Apr.
BANUET, PAUL, Local 265, Apr.
CARTWRIGHT, WILLIS, Local 265, Apr.
PHIPPS, CECIL, Local 265, Apr.